

<b>REQUEST FOR QUOTATIONS</b> <b>(THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 16 PAGES	
1. REQUEST NO. N00244-17-T-0006	2. DATE ISSUED 28-Oct-2016	3. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY NAVSUP FLC SAN DIEGO REGIONAL CONTRACTS (CODE 200) 3985 CUMMINGS ROAD BUILDING 116 - 3RD FLOOR SAN DIEGO CA 92136-4200			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>		
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) OFELIA G. SALAS 619-556-8461					
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) FRC SOUTHWEST RECEIVING SEE STATEMENT OF WORK WITHIN AS SPECIFIED TEL: 619-545-1353 FAX:		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 10-Nov-2016					
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>					
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)

Section A - Solicitation/Contract Form

NOTE

**DRAWINGS WILL BE PROVIDED UPON REQUEST**

**TECHNICAL QUESTIONS ARE TO BE SUBMITTED VIA E-MAIL no later than 1:00 p.m. (PST) on November 03, 2016.**

**All proposals shall include prices, FBO point, shipping terms, a point of contact name, phone number, e-mail address, business size, and payment terms.**

**All contractors must be SAM (System for Award Management) registered.  
For additional information visit the website: <http://www.fsd.gov>.**

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SERVICES FOR MILLING FFP Former, Y623 FRCSW Work Order: 46374027 Parent Work Order: 46217458  FOB: Destination MILSTRIP: N6588817RC00313 PURCHASE REQUEST NUMBER: N6588817RC00313	1	Group		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SERVICES FOR MILLING FFP Former, Y623 FRCSW Work Order: 46374030 Parent Work Order: 45921740  FOB: Destination MILSTRIP: N6588817RC00310 PURCHASE REQUEST NUMBER: N6588817RC00310	1	Group		

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## Section C - Descriptions and Specifications

STATEMENT OF WORK**REQUEST FOR CONTRACTUAL PROCUREMENT**

Document No. N6588817RC00313 and N6588817RC00310

## 1. SCOPE

**1.1.** This request identifies supplies and services required to establish a contract for the milling of aluminum metal. The requested Period-of-Performance (POP) from time-of-award, to completion is **134 days after receipt of Government Furnished Material (GFM).**

1.2. The acquisition is specific to services for the milling of two pieces.

## 2. APPLICABLE DOCUMENTS

**2.1. The McDonnell Douglas drawing for part number 74A332339-2015 Rev K**

**2.2. SAE Aerospace Material Specification AMS 4050**

**2.3. Digital Solid Model in STP format**

**2.4. Contractor must be ISO 9000 Register and copy of current certification is required.**

## 3. SUPPLIES AND SERVICES

3.1. The Contractor shall mill the government provided aluminum as identified on the government provided solid model. A certificate of conformance (COC) is required.

3.2. Service Identification:

Nomenclature: Former, Y623

FRCSW work order number: 46374027 and 46374030

Parent work order number: 46217458 and 45921740

## 4. STATEMENT OF WORK

## 4.1. Services Required

4.1.1 The contractor shall host a short meeting within two weeks after contract award to review the contract requirements and the plan for shipping and receiving of material. This meeting may be conducted by telephone conference call. The government may attend the meeting in person if the location is near to San Diego.

4.1.2 Contractor shall provide the services to machine mill the provided aluminum in accordance with the solid model provided by the government for McDonnell Douglas part number 74A332339-2015. Comply with note 30 (refer to FRCSW Drawing Change Order 34335). Do NOT drill fastener holes. The milling shall be done in two phases.

4.1.3 In phase one the contractor shall machine mill the former. When nearly complete (all but blending and removal of mounting tabs), return the milled piece to FRCSW for non-destructive inspection (NDI). Package the machined part using current commercial practice for return ground transportation e.g. FedEx, UPS or similar service) to the government at the specified delivery

location. Return shipping shall be Free on Board (FOB) DESTINATION. A government provided shipping container will be provided for convenience. Removal of any tabs used to secure the work piece to the machine shall not be done prior to NDI. Do not do any blending prior to NDI.

- 4.1.4 If the milled part passes NDI the part will be returned to the contractor for phase two.
- 4.1.5 In phase two the contractor shall blend any sharp edges and remove the tabs used to secure the part to the machine during milling.
- 4.1.6 Contractor shall not emboss, etch, or apply any type of marking below the surface.
- 4.1.7 Contractor shall prepare and submit a Certificate of Conformance stating the service was provided in accordance with all requirements and specifications.
- 4.1.8 Upon completion of the service, the Contractor shall package the machined part and the certificate using current commercial practice for return ground transportation e.g. FedEx, UPS or similar service) to the government at the specified delivery location. Return shipping shall be Free on Board (FOB) DESTINATION. Reuse of the government provided shipping container is anticipated.
- 4.1.9 The quantity is two.**

#### 4.2 Government Furnished Material (GFM)

- 4.2.1 **Three pieces of aluminum plate**, 7050-T7451 per AMS 4050. Approximate dimensions are 60 wide x 70 long x 4 inches thick. One of the three pieces is provided for programming prove-out use at the contractor's discretion.
- 4.2.2 The government provided material will be ultrasonically inspected and certified free of voids and internal flaws prior to delivery to servicing contractor.
- 4.2.3 Large wooden shipping container with padding.
- 4.2.4 The government will ship or deliver all related Government Furnished Material (GFM) to the contractor within approximately 7 business days. The shipping container will be provided before it is needed, but not within 7 days.

#### 4.3 Government Furnished Tools

- 4.3.1 Not applicable

#### 4.4 Government furnished data

- 4.4.1 Digital Solid model in PRT format
- 4.4.2 McDonnell Douglas drawing for the part
- 4.4.3 FRCSW Drawing Change Order 34335

### 5. INSPECTION AND ACCEPTANCE

- 5.1. The Government will inspect at destination the delivered material and documentation to ensure compliance with configuration and contract requirements. Inspection will be performed in a government machine shop.

- 5.1. Any discrepancies identified will be communicated to the contractor by the government purchasing agent (FLC).

6. DELIVERY INFORMATION

- 6.1. The Period of Performance (POP) shall be 134 days after receipt of the order and receipt of the GFM and data by the contractor.

- 6.2. Ship to address is:

GSE/IMRL AND ASSET MANAGEMENT BRANCH  
QUENTIN ROOSEVELT BLVD BLDG. 825 BAY 3  
NAS NORTH ISLAND  
SAN DIEGO, CA 92135-5017  
Attn: Receiving / Tel: 619-545-1353

Technical Point of Contact (TPOC)  
Ben Lee, Phone (619) 545-8867, Email: [ben.lee@navy.mil](mailto:ben.lee@navy.mil)

7. CONTRACT ADMINISTRATION DATA

7.1. CONTRACT ADMINISTRATION

- 7.1.1. The NAVSUP Fleet Logistics Center San Diego (FLCSD) will retain post award administration of this contract. Contact the purchasing agent if any post award delivery delays, performance problems, or other issues arise during the performance of this order.
- 7.1.2. FRCSW personnel are not authorized to extend the delivery date or allow the contractor to “fix” a problem.
- 7.1.3. If an issue surfaces where acceptance cannot be performed, the issue shall be elevated for disposition by the Contracting Official at Naval Supply Systems Command, Fleet Logistics Center San Diego (NAVSUP FLCSD).

7.2. OTHER GOVERNMENT POINTS OF CONTACT

Alternative Technical Point of Contact  
Evan Jimenez Tel 619-545-5433 Email: [evan.jimenez@navy.mil](mailto:evan.jimenez@navy.mil)

7.3. SUBMISSION OF INVOICES

- 7.3.1. Upon completion of service submit an invoice which includes the purchase order number, the Contract Line Item Number (CLIN), brief description of the service and the invoice amount for each line item. Along with the invoice submit a supporting document which shows the date and location of the delivery, the name, title, signature and telephone number of the government person who took receipt. The supporting document may be issued by a package delivery service.
- 7.3.2. The invoice shall be submitted via the Wide Area Work Flow (WAWF). Do not send invoices to the NAVSUP FLCSD contracting department.

7.3.3. Invoice shall be submitted by the contractor upon completion of all services per contract.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	134 dys. ADC	1	FRC SOUTHWEST RECEIVING SEE STATEMENT OF WORK WITHIN AS SPECIFIED 619-545-1353 FOB: Destination	N65888
0002	134 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65888

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-8	Annual Representations and Certifications	APR 2016
52.211-5	Material Requirements	AUG 2000
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Aug 2016)	AUG 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUN 2016).

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iii) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (JUN 2016).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)).

(xii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[supreg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xiv) 52.223-20, Aerosols (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xv) 52.223-21, Foams (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvi) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xviii) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xix) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (June, 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

#### REVIEW OF AGENCY PROTESTS

The contracting activity, Fleet Logistics Center San Diego (FLCSD) will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

The reviewing authority for FLCSD is the Director, Regional Contracts Department, Fleet Logistics Center San Diego at 937 North Harbor Drive, San Diego, CA 92132-0060. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".

Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

## NON-NAVY OWNED CRANES

The following is a list of minimum requirements that contractors shall comply with for all contracts that may result in the use of a crane for the accomplishment of work.

- (a) The contractor shall notify the contracting officer, in advance, of the intent of bringing a non-Navy owned crane onto a Navy shore installation. All entries shall be through a prearranged entry point.
- (b) The contractor shall comply with the applicable American Society of Mechanical Engineers (ASME) standards (e.g., B30.5 for mobile cranes, B30.22 for articulating boom cranes, B30.3 for construction tower cranes, and B30.8 for floating cranes). For barge mounted mobile cranes, a load indicating device, a wind indicating device, and a marine type list indicator readable in one-half degree increments are required. In addition, the contractor shall comply with specific naval crane safety and operation regulations/standards specifically required by the Navy shore installation and state or local Government.
- (c) The contractor shall certify that the crane and rigging gear meets applicable Occupational Safety and Health Administration (OSHA) regulations by providing a Certificate of Compliance. The Certificate, figure P-1, appendix P-1 of Naval Facilities Engineering Command (NAVFAC) P-307 "Management of Weight Handling Equipment", can be downloaded from the NAVFAC Naval Crane Center website, <http://ncc.navy.mil/crane/307jun03.pdf>. The contractor must cite which OSHA regulations are applicable, e.g., cranes used in cargo transfer shall comply with 29 CFR 1917; cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926; cranes used in shipbuilding, ship repair, or shipbreaking shall comply with 29 CFR 1915. For cranes at Naval activities in foreign countries, the contractor shall certify that the crane and rigging gear conform to the appropriate host country safety standards. The contractor shall also certify that all of its crane operators working in the naval activity have been trained not to bypass safety devices (e.g., anti-two block devices) during lifting operations. The Certification of Compliance form shall be posted on the crane.
- (d) For mobile cranes with original equipment manufacturer (OEM) rated capacities of 50,000 pounds or greater, the crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a Government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.
- (e) The contractor shall certify that the crane operator is qualified and trained for the operation of the crane to be used. Certification appendix P-1, figure P-1, of NAVFAC P-307, see paragraph (c) above.
- (f) The contractor shall provide a critical lift plan for each of the following lifts: lifts over 75 percent of the capacity of the crane or hoist (lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall include the following as applicable:
  - (1) The size and weight of the load to be lifted, including crane and rigging components that add to the weight. The OEM's maximum load capacities for the entire range of the lift shall also be provided.
  - (2) The lift geometry, including the crane position, boom length and angle, height of lift, and radius for the entire range of the lift. This applies to both single and tandem crane lifts.
  - (3) A rigging plan, showing the lift points, rigging gear, and rigging procedures.
  - (4) The environmental conditions under which lift operations are to be stopped.
  - (5) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g)

- (6) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated lists and trim. The amount of list and trim shall be within the crane manufacturer's requirements.
  - (g) Contractors shall notify the contracting officer as soon as practicable, but no later than four hours after any weight handling equipment (WHE) accident (see definition in NAVFAC P-307, section 12). The contractor shall secure the accident site and protect evidence until released by the contracting officer. The contractor shall conduct an accident investigation to establish the root cause(s) of any WHE accident. Crane operations shall not proceed until the cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer.
  - (h) The contractor shall provide the contracting officer within 30 days of any accident a Weight Handling Equipment Accident Report using the form provided in NAVFAC P-307, section 12, consisting of a summary of circumstances, an explanation of causes(s), photographs (if available), and corrective actions taken. These notifications and reporting requirements are in addition to those promulgated by OPNAVINST 5100.23 and related claimant instructions.
- (End of clause)

NECO

#### FOIA UNIT PRICE

Contractor unit prices, when incorporated into a Government contract, may be releasable under the Freedom of Information Act (FOIA) in the event NAVSUP FLCSD receives a FOIA request.

#### REVIEW OF AGENCY PROTESTS

##### REVIEW OF AGENCY PROTESTS

The contracting activity, Fleet Logistics Center San Diego (FLCSD) will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or a protester may appeal a decision rendered by a contracting officer to the reviewing authority

#### ECMRA

##### **Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Machine Mill via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.